

AGREEMENT

This Agreement entered into pursuant to A.R.S. 11-951 thru 11-954 as amended and pursuant to A.R.S. 35-148 as amended, by and between agencies of the State of Arizona specifically the Arizona Department of Transportation herein referred to as ADOT and the Arizona State Parks Board herein referred to as the Board.

WITNESSETH

Recitals

- 1) The Board in accordance with the authority granted by A.R.S. 41-511.04 and 41-511.05 desires to obtain the services of ADOT to maintain and service those roads under its jurisdiction.
- 2) ADOT in accordance with the authority granted by A.R.S. 28-1803 desires to furnish such services.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements by the parties herein made to be kept and performed, the parties agree as follows:

I. The Board shall:

- a. deposit with ADOT, at the beginning of each fiscal year, the funds, as budgeted, for the services projected for said year. It is understood that ADOT, in consultation with the Board, will make the highest and best use of those funds relative to the projects contemplated, however, the Board shall make the final decision as to which projects will be performed.
- b. request and seek funding from the Legislature or other source, based on the estimates provided by ADOT for the following budget year.
- c. provide ADOT with information and data to the best of their ability to assist ADOT in their development of the estimates of cost for the services to be rendered the following year.

II. ADOT shall:

- a. provide the services of inspecting, maintaining and repairing the roads, parking areas and appurtenances thereto within the boundaries of the lands under the jurisdiction of the Board, present and future.

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Jules M. Klager
Asst.

- b. provide a work maintenance program to the Board with estimates of the cost for said services of ADOT and advice on future road improvement projects for submission in the Boards budget request.
- c. submit quarterly statements for services rendered during the preceding quarter, which identify the charges applicable to each park unit. Each statement will include all costs of material, equipment time and overhead at rates which have been established in a schedule prepared by ADOT and submitted to the Board for their prior review and which schedule shall be adopted by the parties upon execution of this contract. The schedule shall be subject to yearly review and adjustment to the mutual satisfaction of the parties. The quarterly statement shall also contain a current balance of funds on deposit with ADOT.
- d. not incur any costs which will exceed the funds which the Board has placed on deposit with ADOT.

III. This Agreement may be terminated at the sole discretion of either party hereto upon thirty days written notice. Until such notice is given, the Agreement shall remain in full force and effect without expiration unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. In case of violation of Arizona law, this Agreement shall immediately terminate.

In the event this Agreement is terminated, all work being performed by ADOT will be terminated and upon satisfaction of any outstanding obligations incurred by ADOT in performance hereunder, any and all unexpended funds on deposit with ADOT which are subject to this Agreement will be returned to the Board.

IV. The terms of this Agreement shall at all times be subject to the limitations of funding, manpower and equipment available to both parties herein.

It is understood that should such limitations occur, which are beyond the control of either party, and which make it impracticable for either party to fulfill certain projects contemplated for any fiscal year, that this Agreement shall not terminate, except as provided heretofore, but that only those certain projects be waived for the remainder of the said period or until the limitations are no longer restraining.

- v. This Agreement shall be filed with the Arizona Secretary of State and shall become effective upon such filing or on 3 August 1978, whichever is later.

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: *W. A. [Signature]*
Title: Director
Date: August 16, 1978

STATE OF ARIZONA
STATE PARKS BOARD

By: *[Signature]*
Title: Director
Date: September 22, 1978